

Fwd: Copy of Lease Contract

Subject: Fwd: Copy of Lease Contract
From: John Walker <john@thescbd.com>
Date: 04/25/2018 11:21 AM

John Walker
Executive Director
Studio City Business District
4024 Radford Ave, Edit 2, Suite 8
Studio City, Ca 91604
Ofc: 818.655.5377
Fax: 818.655.8327
john@thescbd.com
www.thescbd.com



Begin forwarded message:

From: "Steve Wolpa" <swolpa@keyeslexus.com>
Subject: Copy of Lease Contract
Date: April 23, 2018 at 2:00:06 PM PDT
To: "JOHN WALKER" <john@thescbd.com>
Reply-To: "Steve Wolpa" <swolpa@keyeslexus.com>

Hi John:

Hope you're doing well. As you requested, attached you will find a copy of your lease contract.

Please let me know if you have any questions.

Best Regards,

Steve Wolpa | Sales Manager
Keyes Lexus - LA's Digital Dealer
5905 Van Nuys Blvd, Van Nuys, CA 91401
O:818.379.4000 ext 3448 | F:818.994.2426
swolpa@keyeslexus.com | www.keyeslexus.com

**CLOSED END MOTOR VEHICLE LEASE AGREEMENT
CALIFORNIA**215280
831937

Lease Date

1. Parties

LESSOR (DEALER) NAME AND ADDRESS	LESSEE AND CO-LESSEE NAME AND LESSEE'S BILLING ADDRESS	VEHICLE GARAGING ADDRESS, IF DIFFERENT THAN LESSEE'S BILLING ADDRESS
KEYES LEXUS 5905 VAN NUYS BLVD VAN NUYS CA 91401 PHONE NUMBER: (818) 379-4000	JOHN T WALKER 4155 FARMDALE AVE STUDIO CITY CA 91604 LOS ANGELES COUNTY:	N/A COUNTY:

This is a Lease for the Vehicle described below. The words "you", "your" and "yours" refer to the Lessee and any Co-Lessee. The words "we", "us" and "our" refer to the Lessor, and after assignment, to the Toyota Lease Trust ("TLT") and any subsequent assignee. Lexus Financial Services, a division of Toyota Motor Credit Corporation ("LFS") will be servicing this Lease on behalf of TLT. By signing this Lease, you agree to lease the Vehicle described below from us under the terms of this Lease, to pay all amounts due and to perform all of your obligations under this Lease.

2. Description of Leased Vehicle

You are leasing from us, and received in satisfactory condition, the following Vehicle:

New or Used	Year	Make	Model	Body Style	Vehicle Identification No.	Odometer Mileage
NEW	2018	LEXUS	FX 450H	5DR SUV	2T2EGMCA4J0023073	TEMP 4

Primary Use: ☒ Personal, Family or Household ☐ Business, Agricultural or Commercial

The box below memorializes trade-in, turn-in and other individualized agreements between you and the Lessor (Dealer). Obligations of the Lessor set forth in this box shall be the sole responsibility of the Lessor (Dealer). If this box conflicts with any other section of this Lease, the other section of this Lease shall control.

EXHIBIT A IS INCORPORATED BY REFERENCE AS IF SET FORTH HEREIN.

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

3. Amount Due at Lease Signing or Delivery	4. Monthly Payments	5. Other Charges (not part of your Monthly Payment)	6. Total of Payments
(Itemized in Section 7 below) \$ 3,250.00	Your first Monthly Payment of \$ 629.89 is due on 04/10/2018, followed by 47 payments of \$ 629.89 due on the 10TH of each month. The total of your Monthly Payments is \$ 30,234.72.	Disposition fee (if you do not purchase the Vehicle) \$ 350.00 Total \$ 350.00	(The amount you will have paid by the end of the Lease) \$ 33,204.83

7. Amount Due at Lease Signing or Delivery:

a. Capitalized Cost Reduction	\$ 1,709.37
b. First Monthly Payment	\$ 629.89
c. Refundable Security Deposit	\$ N/A
d. Title Fees	\$ N/A
e. Registration Fees	\$ 265.00
f. License Fees	\$ 358.00
g. Tax on Capitalized Cost Reduction	\$ 162.39
h. Acquisition Fee	\$ N/A
i. Document Processing Fee (Not a Government Fee)	\$ 80.00
j. DMV Electronic Filing Fee (Not a Government Fee)	\$ 29.00
k. California Tire Fee	\$ 8.75
l. SALES TAX ON DOC PRICE CHARGE	\$ 7.60
m. N/A	\$ N/A
n. N/A	\$ N/A
o. N/A	\$ N/A
p. Total	\$ 3,250.00

8. How the Amount Due at Lease Signing or Delivery will be Paid:

a. Net Trade-In Allowance	Year N/A Make N/A Model N/A
VIN	N/A
(i) Agreed Upon Value	\$ N/A
(ii) Less: Pay Off	\$ N/A
(iii) Less: Cash to Lessee	\$ N/A
Net Trade In [(i) - (ii) - (iii), no less than 0]	\$ N/A
b. Rebates and Noncash Credits	\$ 750.00
c. N/A	\$ N/A
d. N/A	\$ N/A
e. N/A	\$ N/A
f. Amount to be Paid in Cash	\$ 2,500.00
g. Total	\$ 3,250.00

9a. Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ 54,986.80) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance). For an itemization of this amount, see Section 13. \$ 55,980.80

b. Capitalized Cost Reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost. - \$ 1,709.37

c. Adjusted Capitalized Cost. The amount used in calculating your Base Monthly Payment. = \$ 54,271.43

d. Residual Value. The value of the Vehicle at the end of the Lease used in calculating your

e. Depreciation and any Amortized Amounts.

The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term. = \$ 25,211.75

f. Rent Charge. The amount charged in addition to the Depreciation and any Amortized Amounts. + \$ 2,399.77

g. Total of Base Monthly Payments. The Depreciation and any Amortized Amounts plus the Rent Charge. = \$ 27,611.52

h. Lease Payments. The number of payments in your Lease. + 48

i. Base Monthly Payment = \$ 575.24

j. Monthly Sales/Use Tax + \$ 54.68

any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance). For an itemization of this amount, see Section 13.	\$ 55,980.80
b. Capitalized Cost Reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost.	- \$ 1,705.37
c. Adjusted Capitalized Cost. The amount used in calculating your Base Monthly Payment.	= \$ 54,271.43
d. Residual Value. The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment.	- \$ 22,059.68
value through normal use and for other items paid over the Lease Term.	= \$ 25,211.75
f. Rent Charge. The amount charged in addition to the Depreciation and any Amortized Amounts.	+ \$ 2,399.77
g. Total of Base Monthly Payments. The Depreciation and any Amortized Amounts plus the Rent Charge.	= \$ 27,611.52
h. Lease Payments. The number of payments in your Lease.	+ 48
i. Base Monthly Payment	= \$ 575.24
j. Monthly Sales/Use Tax	+ \$ 54.65
k.	+ \$ N/A
l. Total Monthly Payment ("Monthly Payment")	= \$ 629.89

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

10. **Excessive Wear and Use.** You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 30,000 miles over the odometer mileage disclosed above, at the rate of \$ 0.25 per mile.
11. **Purchase Option at End of Lease Term.** You have an option to purchase the Vehicle at the end of the Lease Term for \$ 22,059.68. That amount does not include other charges you may be required to pay pursuant to Section 33.
12. **Other Important Terms.** Review this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

13. Itemization of Gross Capitalized Cost

You will pay for the following items over the Lease Term, as part of your Monthly Payment:

a.1. Agreed Upon Value of the Vehicle as equipped at time of signing this Lease	\$54,986.80
a.2. Agreed Upon Value of each accessory and item of optional equipment the Lessor (Dealer) agrees to add to the Vehicle after signing this Lease:	
i. N/A	+ N/A
ii. N/A	+ N/A
iii. N/A	+ N/A
iv. N/A	+ N/A
a.3. Total Agreed Upon Value of the Vehicle	= 54,986.80
b. Taxes	+ N/A (e)
c. Initial Title, License and Registration Fees	+ N/A
d. Optional Maintenance Agreement	+ N/A
e. Optional Credit Life and/or Disability Insurance	+ N/A
f. Optional Service Contract	+ N/A
g. Optional Excess Wear and Use Protection Plan	+ N/A
h. Optional Tire and Wheel Protection Plan	+ N/A
i. Outstanding Prior Credit or Lease Balance	+ N/A
j. Acquisition Fee	+ 795.00
k. Document Processing Fee (Not a Government Fee)	+ N/A
l. DMV Electronic Filing Fee (Not a Government Fee)	+ N/A
m. California Tire Fee	+ N/A
n. N/A	+ N/A
o. THEFT RICH	+ 199.00
p. N/A	+ N/A
q. N/A	+ N/A
r. Gross Capitalized Cost	= 55,980.80

(e) means estimate

14. Lease Term and Scheduled Maturity Date

The Lease Term of this Lease is 48 months, and the Scheduled Maturity Date of this Lease is 04/09/2027.

15. Required Insurance

You must provide the following insurance during the Lease Term, with the Lessee and/or Co-Lessee as an insured driver. No other types of insurance are required and no Required Insurance is provided by us in this Lease:

- a) primary automobile liability insurance with minimum limits for bodily injury or death of
- \$ 150,000 for any one person, and
 - \$ 300,000 for any one accident, and
 - \$ 50,000 for property damage; and
- b) physical damage insurance for the full value of the Vehicle, with a maximum deductible of \$1,000.

See Section 25 for additional information.

You have provided us today with the following insurance information:

increase if you move or if tax rates change. You are responsible for paying any increases. See Section 28 for additional information.

17. Warranty

If the Vehicle is a new or a demo Vehicle, the Vehicle is subject to the standard new warranty from the manufacturer. If the Vehicle is used, it is not covered by a warranty unless identified below:

- ☐ Remainder of standard new vehicle warranty from manufacturer
- ☐ Used vehicle warranty from manufacturer

UNLESS WE MAKE A WRITTEN WARRANTY OR ENTER INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS LEASE AND EXCEPT AS STATED IN THE PARAGRAPH IMMEDIATELY ABOVE, OR AS OTHERWISE PROVIDED BY LAW, YOU ARE LEASING THIS VEHICLE "AS IS." THERE ARE NO WARRANTIES AS TO THE VEHICLE'S CONDITION, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

18. Optional Insurance and Other Products

You are not required to buy any of the Optional Insurance or Other Products listed below to enter into this Lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless the appropriate box is checked, all information is filled in, you initial below, and you are accepted by the Provider. By your initials below, you agree that you have received a notice of the terms of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer).

<input type="checkbox"/> Optional Credit Life Insurance	\$ N/A	Beginning Coverage
N/A	Insured(s)	
N/A	Provider	\$ N/A Premium
<input type="checkbox"/> Optional Credit Disability Insurance	\$ N/A	Maximum Monthly Coverage
N/A	Insured(s)	
N/A	Provider	\$ N/A Premium
<input type="checkbox"/> Optional Maintenance Agreement	\$ N/A	
N/A	Provider	\$ N/A Premium or Charge
<input type="checkbox"/> Optional Excess Wear and Use Protection Plan	\$ N/A	
N/A	Provider	\$ N/A Premium or Charge
<input type="checkbox"/> Optional Service Contract	N/A	miles / N/A months Coverage
N/A	Provider	\$ N/A Premium or Charge
<input type="checkbox"/> Optional Tire and Wheel Protection Plan	\$ N/A	
N/A	Provider	\$ N/A Premium or Charge
Total Premiums and Charges \$ N/A		

19. Complete Agreement or Modification

By your initials, you acknowledge that this Lease contains the entire agreement for the Lease of this Vehicle. There are no other

b. Taxes	+	N/A (e)
c. Initial Title, License and Registration Fees	+	N/A
d. Optional Maintenance Agreement	+	N/A
e. Optional Credit Life and/or Disability Insurance	+	N/A
f. Optional Service Contract	+	N/A
g. Optional Excess Wear and Use Protection Plan	+	N/A
h. Optional Tire and Wheel Protection Plan	+	N/A
i. Outstanding Prior Credit or Lease Balance	+	N/A
j. Acquisition Fee	+	795.00
k. Document Processing Fee (Not a Government Fee)	+	N/A
l. DMV Electronic Filing Fee (Not a Government Fee)	+	N/A
m. California Tire Fee	+	N/A
n. THESE FEES	+	189.00
p. N/A	+	N/A
q. N/A	+	N/A
r. Gross Capitalized Cost	=	54,500.00

(e) means estimate

14. Lease Term and Scheduled Maturity Date

The Lease Term of this Lease is 48 months, and the Scheduled Maturity Date of this Lease is 04/09/2013.

15. Required Insurance

You must provide the following insurance during the Lease Term, with the Lessee and/or Co-Lessee as an insured driver. No other types of insurance are required and **no Required Insurance is provided by us in this Lease:**

- a) primary automobile liability insurance with minimum limits for bodily injury or death of
- \$ 15000 for any one person, and
 - \$ 30000 for any one accident, and
 - \$ 5000 for property damage; and
- b) physical damage insurance for the full value of the Vehicle, with a maximum deductible of \$1,000.

See Section 25 for additional information.

You have provided us today with the following insurance information:

Insurance Provider USAA Policy No. 226 N545637101 Insurance Coverage Verification By: Dealer Employee
 XXX
 Agent's Name/Address 8288 Agent's Phone No. 8722

16. Estimated Official Fees and Taxes

\$ 799.54

This is an estimate of the total amount you will pay over the Lease Term for official and license fees, registration, title, and taxes (including personal property taxes), whether included in your Total Monthly Payment (Section 9.I), the Amount Due at Lease Signing or Delivery (Section 7) or billed separately. The actual total of Official Fees and Taxes may be higher or lower than this estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed. **This estimate is based on your current address and may**

You are not required to buy any of the Optional Insurance or Other Products listed below to enter into this Lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless the appropriate box is checked, all information is filled in, you initial below, and you are accepted by the Provider. By your initials below, you agree that you have received a notice of the terms of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer).

☐ **Optional Credit Life Insurance** \$ N/A
 Beginning Coverage N/A
 Insured(s) N/A
 Provider N/A Premium N/A Lessee / Co-Lessee Initials N/A

☐ **Optional Credit Disability Insurance** \$ N/A
 Maximum Monthly Coverage N/A
 Insured(s) N/A
 Provider N/A Premium N/A Lessee / Co-Lessee Initials N/A

☐ **Optional Maintenance Agreement** \$ N/A
 Provider N/A Premium or Charge N/A Lessee / Co-Lessee Initials N/A

☐ **Optional Excess Wear and Use Protection Plan** \$ N/A
 Provider N/A Premium or Charge N/A Lessee / Co-Lessee Initials N/A

☐ **Optional Service Contract** N/A miles N/A months Coverage N/A
 Provider N/A Premium or Charge N/A Lessee / Co-Lessee Initials N/A

☐ **Optional Tire and Wheel Protection Plan** \$ N/A
 Provider N/A Premium or Charge N/A Lessee / Co-Lessee Initials N/A

Total Premiums and Charges \$ N/A

19. Complete Agreement or Modification

By your initials, you acknowledge that this Lease contains the entire agreement for the Lease of this Vehicle. There are no other agreements. Any change to this Lease must be in writing, and signed by you and by us.

Lessee / Co-Lessee Initials N/A

20. Agreement to Arbitrate

By checking the "opt-in" box and initialing below, you agree that at the request of either you or us, any controversy or claim between you and us shall be determined by neutral binding arbitration under the Federal Arbitration Act. See the Arbitration Provision in Section 49 for definitions, terms and conditions. **IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION, CHECK THE "OPT-OUT" BOX AND INITIAL BELOW.** By checking a box and initialing below, you agree that you have read and received the Arbitration Provision.

- ☒ **OPT IN:** You agree to be bound by the Arbitration Provision.
☐ **OPT OUT:** You do not wish to be bound by the Arbitration Provision.

Lessee / Co-Lessee Initials N/A

THERE IS NO COOLING OFF PERIOD

California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this Lease simply because you change your mind, decided the vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this Lease only with the agreement of the Lessor or for legal cause such as fraud.

By signing below, you acknowledge that: (1) You have read the entire Lease, including all pages; (2) You agree to all of the provisions of this Lease; (3) This is a lease; you have no ownership interest in the Vehicle unless and until you exercise your option to purchase set forth in this Lease.

Notice to the Lessee: (1) Do not sign this Lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this Lease; (3) Warning - Unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

You acknowledge that you have received a completely filled-in copy of this Lease.

Lessee Signature [Signature]

Co-Lessee Signature N/A

Notice Regarding Assignment: As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor is hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in agreements to acquire the Vehicle.

Acceptance and Assignment: The Lessor hereby accepts this Lease and assigns to the Toyota Lease Trust all rights, title and interest in this Lease and in the Vehicle, and Lessor's rights under any guaranty executed in connection with this Lease, with full powers to Toyota Lease Trust to collect and discharge all obligations related to this Lease, any guaranty, and this assignment.

Lessor KEYES LEXUS

By [Signature]

Title [Signature]

Date 4/10/2013

California

6305CA (11/15)



Page 1 of 3

LESSEE COPY